

THE HONORABLE RICARDO S. MARTINEZ

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

TIMAERO IRELAND LIMITED,

Plaintiff,

v.

THE BOEING COMPANY,

Defendant.

No. 2:21-00488-RSM

THE BOEING COMPANY'S
ANSWER TO TIMAERO'S THIRD
AMENDED COMPLAINT

Defendant The Boeing Company ("Boeing") by and through its undersigned attorneys, Perkins Coie LLP, hereby answers Plaintiff Timaero Ireland Limited's ("Timaero"¹) Third Amended Complaint as follows, in paragraphs numbered to correspond to the paragraph numbers in the Third Amended Complaint.

The Third Amended Complaint also featured footnotes containing citations to materials in the public record and headers containing no allegations. Boeing does not believe a response is required to footnote reference materials (which speak for themselves) or headers or the Table of Contents. To the extent a response is required to the footnotes or headers or the Table of Contents, Boeing denies any allegations therein.

¹ Plaintiff Timaero Ireland Limited is a wholly-owned subsidiary of European entities, including, at times, a Russian corporate entity named "VEB-Leasing" ("VEB"). Because internal Boeing documents and witnesses recall primarily dealing with VEB (and not "Timaero"), this Answer refers to Plaintiff as VEB at times to reflect that the individuals involved were representatives of the Russian entity.

I. THE PARTIES

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2 1. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
3 the allegations in Paragraph 1 and therefore denies them.

4 2. Boeing admits that it is a Delaware corporation. Boeing also admits that it designs,
5 manufactures, and sells commercial aircraft, including the 737 MAX aircraft. Boeing also admits
6 that it has employees in the State of Washington. Boeing denies all remaining allegations in
7 Paragraph 2.

8 3. Boeing admits that Boeing Commercial Airplanes (“BCA”) is one of its business
9 units that maintains corporate office space in Renton, Washington, among other locales. Boeing
10 also admits that BCA is involved in the design, manufacture, and sale of commercial aircraft,
11 including the 737 MAX. Boeing denies all remaining allegations in Paragraph 3.

II. JURISDICTION AND VENUE

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13 4. The allegations in Paragraph 4 consist of legal conclusions to which no response
14 from Boeing is required. To the extent a response is required, Boeing admits that this Court has
15 jurisdiction over the subject matter of this action.

16 5. The allegations in Paragraph 5 consist of legal conclusions to which no response
17 from Boeing is required. To the extent a response is required, Boeing admits that this Court has
18 personal jurisdiction over Boeing for this litigation.

19 6. The allegations in Paragraph 6 consist of legal conclusions to which no response
20 from Boeing is required. To the extent a response is required, Boeing admits that venue is proper
21 in this Court.

22 7. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
23 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
24 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
25 denies all remaining allegations in Paragraph 7.
26

III. SUMMARY

8. The allegations in Paragraph 8 simply characterize the pleading and require no response from Boeing. To the extent a response is required, Boeing denies the allegations in Paragraph 8. As to the allegations as to which law applies, the Court held that Timaero's claims are governed by Washington law, and no further response to Footnote 2 is required by Boeing. *See* Dkt. #127 at 9.

9. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing also admits that it met with representatives from VEB to discuss the 737 MAX. Boeing also admits that, in total, Boeing and Timaero Ireland Limited contracted for the purchase of 22 737 MAX aircraft. Boeing denies all remaining allegations in Paragraph 9.

10. Boeing admits that a Boeing model 737 MAX aircraft operated as Lion Air Flight 610 crashed on October 29, 2018, which resulted in the deaths of all persons on board. Boeing also admits that a Boeing 737 MAX aircraft operated as Ethiopian Airlines Flight 302 crashed on March 10, 2019, which resulted in the deaths of all persons on board. Boeing denies all remaining allegations in Paragraph 10.

11. Boeing admits that, on January 7, 2021, Boeing and the U.S. Department of Justice, Criminal Division, Fraud Section ("Fraud Section") and the U.S. Attorney's Office for the Northern District of Texas entered into a deferred prosecution agreement (the "DPA"). Boeing further admits that the DPA included a Statement of Facts (labelled as Appendix A), and that the facts recited in the DPA's Statement of Facts are true. Boeing denies all remaining allegations in Paragraph 11.

12. Boeing admits that, on January 7, 2021, the U.S. Attorney's Office for the Northern District of Texas filed a criminal information charging Boeing with one count of Conspiracy to

1 Defraud the United States. The document speaks for itself. Boeing denies all remaining allegations
2 in Paragraph 12.

3 13. Boeing admits that it entered into the DPA on January 7, 2021, which included a
4 Statement of Facts, and Boeing admits the facts recited in the DPA's Statement of Facts are true.
5 Boeing also admits that Paragraph 13's quoted language appears in the DPA. The DPA speaks for
6 itself. Boeing denies all remaining allegations in Paragraph 13.

7 14. Boeing admits that it entered into the DPA on January 7, 2021, which included a
8 Statement of Facts, and Boeing admits the facts recited in the DPA's Statement of Facts are true.
9 Boeing also admits that Paragraph 14's quoted language appears in the DPA. The DPA speaks for
10 itself. Boeing denies all remaining allegations in Paragraph 14.

11 15. Boeing admits the allegations in Paragraph 15.

12 16. Boeing admits that it agreed to pay a Criminal Monetary Penalty under the terms
13 of the DPA. The DPA speaks for itself. Boeing denies all remaining allegations in Paragraph 16.

14 17. Boeing admits that it reorganized the company's engineering function to have all
15 Boeing engineers, as well as the company's Flight Technical Team, report through the company's
16 chief engineer rather than to the business units. Boeing denies all remaining allegations in
17 Paragraph 17.

18 18. Boeing admits that, from at least in and around November 2016 through at least in
19 and around December 2018, in the Northern District of Texas and elsewhere, Boeing, through
20 Mark Forkner and Patrik Gustavsson, knowingly, and with intent to defraud, conspired to defraud
21 the FAA AEG. Boeing denies all remaining allegations in Paragraph 18.

22 19. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
23 the allegations in Paragraph 19 regarding any impact on Timaero's business and therefore denies
24 them. Boeing denies all remaining allegations in Paragraph 19.

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IV. FACTS

20. The allegations in Paragraph 20 consist of legal conclusions to which no response from Boeing is required. To the extent a response is required, Boeing denies the allegations in Paragraph 20.

21. Boeing admits that it began designing and selling the Boeing 737 in the 1960s. Boeing also admits that over time it designed, manufactured, and sold versions of the Boeing 737, which include 737 Classic models (-300, -400, and -500); 737 Next Generation (“NG”) models (-600, -700, -800, -900, and -900ER); and the latest model, the 737 MAX (-8, -9, and -10). Boeing denies all remaining allegations in Paragraph 21.

22. Boeing admits the allegations in Paragraph 22.

23. Boeing admits that Airbus SE launched the A320neo in December 2010. Boeing also admits that Airbus SE marketed the A320neo as more fuel-efficient than the A320. The remaining allegations in Paragraph 23 purport to quote or summarize portions of a *Seattle Times* news article, which speaks for itself. To the extent a response is required, Boeing denies all remaining allegations in Paragraph 23.

24. Boeing admits that the Boeing Board of Directors authorized the company to offer, develop, and build a re-engined 737 model aircraft in August of 2011. Boeing also admits that, prior to the launch of the 737 MAX program, Boeing considered designing a new airplane model. Boeing denies all remaining allegations in Paragraph 24.

25. Boeing admits that the Boeing Board of Directors authorized the company to offer, develop, and build a re-engined 737 model aircraft in August of 2011. Boeing also admits that the individuals listed in the second sentence of Paragraph 25 were members of Boeing’s Board of Directors at that time. Boeing further admits that John Biggs, John Bryson, and William Daley were not members of the Board in August of 2011, and that they had been members of the Board previously. Boeing denies all remaining allegations in Paragraph 25.

26. Boeing denies the allegations in Paragraph 26.

1 27. Boeing admits that it maintained an Organization Designation Authorization
2 throughout the design, development, testing, and certification of the 737 MAX. Boeing also admits
3 that, after FAA evaluation of the 737 MAX project, the FAA determined that certain aspects of
4 the 737 MAX Type Certification could be delegated; this is typical of Type Certification projects.
5 Boeing denies all remaining allegations in Paragraph 27.

6 28. Boeing admits that it maintained an Organization Designation Authorization
7 throughout the design, development, testing, and certification of the 737 MAX. Boeing lacks
8 knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph
9 28 regarding the FAA and Timaro and therefore denies them. Boeing denies all remaining
10 allegations in Paragraph 28.

11 29. Boeing admits that its Board of Directors oversees the company's business
12 conducted by its employees, managers, and corporate officers. The company's business includes
13 the design and development of commercial aircraft, including the 737 MAX. Boeing denies all
14 remaining allegations in Paragraph 29.

15 30. Boeing admits that through its business unit, BCA, it and the FAA resolved
16 allegations documented in then-pending Enforcement Investigative Reports through an agreement
17 executed in December 2015. The contents of the agreement speak for themselves. Boeing denies
18 all remaining allegations in Paragraph 30.

19 31. The allegations in Paragraph 31 characterize U.S. regulations, which speak for
20 themselves. To the extent a response is required, Boeing denies the allegations in Paragraph 31.

21 32. The allegations in Paragraph 32 consist of legal conclusions to which no response
22 is required. To the extent a response is required, Boeing denies the allegations in Paragraph 32.

23 33. Boeing admits that it entered into a Purchase Agreement with Timaro Ireland
24 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
25 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
26 denies all remaining allegations in Paragraph 33.

1 34. Boeing admits the allegations in Paragraph 34.

2 35. Boeing admits the FAA AEG was principally responsible for determining the
3 minimum level of pilot training required for a pilot to fly the 737 MAX aircraft for a U.S.-based
4 airline. Boeing denies all remaining allegations in Paragraph 35.

5 36. Boeing admits the allegations in Paragraph 36.

6 37. Boeing admits the allegation in Paragraph 37.

7 38. Boeing admits the allegations in Paragraph 38.

8 39. Boeing admits that Level B differences training generally includes computer-based
9 training. Boeing denies all remaining allegations in Paragraph 39.

10 40. Boeing admits the allegations in Paragraph 40.

11 41. Boeing admits the allegation in Paragraph 41.

12 42. Boeing admits the allegations in Paragraph 42.

13 43. Boeing admits the allegations in Paragraph 43.

14 44. Boeing admits the allegations in Paragraph 44.

15 45. Boeing admits the allegations in Paragraph 45.

16 46. Boeing admits the allegations in Paragraph 46.

17 47. Boeing admits the allegations in Paragraph 47.

18 48. Boeing admits that Forkner and Gustavsson understood that the FAA AEG relied
19 on them, as members of Boeing's 737 MAX Flight Technical Team, to identify and provide to the
20 FAA AEG all information that was relevant to the FAA AEG in connection with the FAA AEG's
21 publication of the 737 MAX FSB Report, including information that could impact the FAA AEG's
22 differences-training determination. Boeing denies all remaining allegations in Paragraph 48.

23 49. Boeing admits that Forkner and Gustavsson also understood that, because flight
24 controls were vital to flying modern commercial airplanes, differences between the flight controls
25 of the 737 NG and the 737 MAX were especially important to the FAA AEG for purposes of its
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1 publication of the 737 MAX FSB Report and the FAA AEG's differences-training determination.
2 Boeing denies all remaining allegations in Paragraph 49.

3 50. Boeing denies the allegations in Paragraph 50.

4 51. Boeing admits that in January 2012, it applied for FAA certification of the 737
5 MAX as an amendment to Type Certificate No. A16WE. Boeing also admits that Timaero Ireland
6 Limited contracted to purchase 22 737 MAX aircraft pursuant to various contracts. Those contracts
7 speak for themselves. Boeing denies all remaining allegations in Paragraph 51.

8 52. Boeing denies the allegations in Paragraph 52.

9 53. The allegations in Paragraph 53 purport to quote or summarize portions of a *New*
10 *York Times* news article, which speaks for itself. To the extent a response is required, Boeing
11 denies the allegations in Paragraph 53.

12 54. The allegations in Paragraph 54 purport to quote or summarize portions of *Seattle*
13 *Times* or *Los Angeles Times* news articles, which speak for themselves. To the extent a response
14 is required, Boeing denies the allegations in Paragraph 54.

15 55. The allegations in Paragraph 55 purport to quote or summarize portions of a *New*
16 *York Times* news article, which speaks for itself. To the extent a response is required, Boeing
17 denies the allegations in Paragraph 55.

18 56. Boeing admits the allegations in Paragraph 56.

19 57. Boeing admits the allegation in Paragraph 57.

20 58. Boeing admits the allegation in Paragraph 58.

21 59. Boeing admits that the design of the 737 MAX includes CFM LEAP-1B engines,
22 which were larger and more fuel-efficient than those used by the 737 NG. Boeing also admits that
23 the engines on the 737 MAX are larger than the engines on earlier 737 model aircraft and are
24 mounted higher and farther forward on the wings to provide adequate ground clearance. Boeing
25 denies all remaining allegations in Paragraph 59.

26 60. Boeing admits the allegations in Paragraph 60.

1 61. Boeing admits the allegations in Paragraph 61.

2 62. Boeing denies the allegations in Paragraph 62.

3 63. Boeing admits that the different aerodynamics created a new handling characteristic
4 for the 737 MAX that caused the 737 MAX's nose to pitch up during a certain flight maneuver
5 called a high-speed, wind-up turn. Boeing denies all remaining allegations in Paragraph 63.

6 64. Boeing admits that the quoted language in Paragraph 64 consists of incomplete
7 portions of 14 C.F.R. § 25.203(a). In further response, Boeing admits that a stall occurs when the
8 air moving over the upper wing surface can no longer remain attached to the surface and the flow
9 breaks down. The breakdown of the flow and consequent loss of lift is dependent only upon the
10 angle of attack of the surface. Boeing denies all remaining allegations in Paragraph 64.

11 65. Boeing admits that a high-speed, wind-up turn was a "certification" maneuver, that
12 is, a maneuver outside the limits of what the 737 MAX would be expected to encounter during a
13 normal commercial passenger flight. Boeing also admits that if it did not fix the 737 MAX's pitch-
14 up characteristic in high-speed, wind-up turns, the FAA could determine that the 737 MAX did
15 not meet U.S. federal airworthiness standards. Boeing denies all remaining allegations in
16 Paragraph 65.

17 66. Boeing admits that the different aerodynamics on the MAX created a new handling
18 characteristic for the 737 MAX that caused the 737 MAX's nose to pitch up during a certain flight
19 maneuver called a high-speed, wind-up turn. Boeing also admits that if it did not fix the 737
20 MAX's pitch-up characteristic in high-speed, wind-up turns, the FAA could determine that the
21 737 MAX did not meet U.S. federal airworthiness standards. Boeing denies all remaining
22 allegations in Paragraph 66.

23 67. Boeing denies the allegations in Paragraph 67.

24 68. Boeing admits that, to fix the 737 MAX's pitch-up characteristic in high-speed,
25 wind-up turns, it created the Maneuvering Characteristics Augmentation System ("MCAS") and
26

1 incorporated it as part of the 737 MAX's flight controls. Boeing denies all remaining allegations
2 in Paragraph 68.

3 69. Boeing admits that, to fix the 737 MAX's pitch-up characteristic in high-speed,
4 wind-up turns, it created MCAS and incorporated it as part of the 737 MAX's flight controls.
5 Boeing also admits that, in operation, MCAS would automatically cause the airplane's nose to
6 pitch down by adjusting the 737 MAX's horizontal stabilizer. Boeing denies all remaining
7 allegations in Paragraph 69.

8 70. Boeing admits that the angle-of-attack ("AOA") sensors implemented in the design
9 of the 737 MAX are located on the fuselage of the aircraft. Boeing admits that the 737 MAX has
10 two AOA sensors, which measure and provide angle of attack information. Boeing also admits
11 that, when the 737 MAX was originally certified, the MCAS implemented in its design used input
12 from one AOA sensor at a time. Boeing also admits that, in operation, MCAS would automatically
13 cause the airplane's nose to pitch down by adjusting the 737 MAX's horizontal stabilizer. Boeing
14 denies all remaining allegations in Paragraph 70.

15 71. Boeing denies the allegations in Paragraph 71.

16 72. Boeing admits the allegations in Paragraph 72.

17 73. Boeing admits that, prior to the FAA's certification of the 737 MAX in 2017,
18 Boeing submitted documentation to the FAA indicating that MCAS could move the horizontal tail
19 a maximum of 0.6 degrees. Boeing denies all remaining allegations in Paragraph 73.

20 74. Boeing admits that an MCAS control law was implemented in the design of one of
21 its military aircraft. Boeing admits that the design of MCAS as implemented in the design of that
22 aircraft model differed from the design of MCAS as implemented in the design of the 737 MAX.
23 Boeing denies all remaining allegations in Paragraph 74.

24 75. Boeing denies the allegations in Paragraph 75.

25 76. Boeing admits that the FAA approved Boeing's proposal to proceed with
26 development of the 737 MAX aircraft on or about March 22, 2012. Boeing also admits that it

1 submitted an Amended Type Certificate application as part of this process. That application speaks
2 for itself. Boeing denies all remaining allegations in Paragraph 76.

3 77. Boeing admits on or about May 1 and 2, 2012, Boeing participated in a meeting
4 with the FAA and presented materials. Boeing's presentation materials speak for themselves.
5 Boeing denies all remaining allegations in Paragraph 77.

6 78. Boeing denies the allegations in Paragraph 78.

7 79. Boeing admits that it submitted a project level master certification plan for the 737
8 MAX Amended Type Certification on February 14, 2013, to the FAA. Boeing also admits that the
9 FAA Boeing Aviation Safety Oversight Office Organization Management Team provided
10 comments to a master certification plan for the 737 MAX on November 14, 2013, among other
11 times. Boeing denies all remaining allegations in Paragraph 79.

12 80. Boeing admits that the certification basis for the 737 MAX was approved on
13 February 18, 2014, after collaboration between Boeing and the FAA. Boeing denies all remaining
14 allegations in Paragraph 80.

15 81. Boeing denies the allegations in Paragraph 81.

16 82. Boeing admits that an MCAS control law was implemented in the design of one of
17 its military aircraft. Boeing admits that the design of MCAS as implemented in the design of that
18 aircraft model differed from the design of MCAS as implemented in the design of the 737 MAX.
19 Boeing denies all remaining allegations in Paragraph 82.

20 83. Boeing denies the allegations in Paragraph 83.

21 84. Boeing denies the allegations in Paragraph 84.

22 85. Boeing denies the allegations in Paragraph 85.

23 86. Boeing denies the allegations in Paragraph 86.

24 87. Boeing denies the allegations in Paragraph 87.

25 88. Boeing denies the allegations in Paragraph 88.

1 89. The allegations in Paragraph 89 purport to quote or summarize publicly available
2 information filed in *United States v. The Boeing Company*, No. 4:21-cr-00005, pending in the
3 Northern District of Texas, but Boeing notes the quotations in Paragraph 89 are not accurate
4 representations of the content of the cited documents. These documents speak for themselves.
5 Boeing denies all other allegations in Paragraph 89.

6 90. Boeing denies the allegations in Paragraph 90.

7 91. Boeing admits the allegations in Paragraph 91.

8 92. Boeing admits the allegations in Paragraph 92.

9 93. Boeing denies the allegations in Paragraph 93.

10 94. The allegations in Paragraph 94 purport to quote or summarize a *New York Times*
11 news article, which speaks for itself. To the extent a response is required, Boeing denies the
12 allegations in Paragraph 94.

13 95. The allegations in Paragraph 95 purport to quote or summarize a *Reuters* news
14 article, which speaks for itself. To the extent a response is required, Boeing denies the allegations
15 in Paragraph 95.

16 96. Boeing admits that the various quotations, excerpted from Boeing emails, appear
17 in the cited documents. These documents speak for themselves. Boeing denies all remaining
18 allegations in Paragraph 96.

19 97. Boeing admits that the various quotations, excerpted from Boeing emails, appear
20 in the cited documents. These documents speak for themselves. Boeing denies all remaining
21 allegations in Paragraph 97.

22 98. Boeing admits that the various quotations, excerpted from Boeing emails, appear
23 in the cited documents. These documents speak for themselves. Boeing denies all remaining
24 allegations in Paragraph 98.

25 99. Boeing admits that Boeing employees met with VEB representatives to discuss the
26 potential purchase of 737 MAX aircraft. Boeing denies all remaining allegations in Paragraph 99.

1 100. Boeing admits that at the 2013 Paris Airshow held at the Le Bourget airport in
2 France, Boeing representatives met with VEB representatives to discuss the purchase of several
3 737 MAX aircraft. VEB and Boeing then negotiated the terms of the Purchase Agreement, which
4 was not finalized until January of 2014. Boeing lacks knowledge or information sufficient to form
5 a belief as to the truth all remaining allegations in Paragraph 100 and therefore denies them.

6 101. Boeing denies the allegations in Paragraph 101.

7 102. Boeing admits that its representatives met with VEB representatives in 2013 and
8 discussed the purchase of 737 MAX aircraft. Boeing lacks knowledge or information sufficient to
9 form a belief as to the truth of all remaining allegations in Paragraph 102 and therefore denies
10 them.

11 103. Boeing admits that its representatives exchanged correspondence with VEB
12 representatives in 2013 about the purchase of 737 MAX aircraft. The correspondence speaks for
13 itself. Boeing denies all remaining allegations in Paragraph 103.

14 104. Boeing denies the allegations in Paragraph 104.

15 105. Boeing admits that it presented on the 737 MAX at the 2013 Dubai Air Show,
16 which took place between November 17 and November 21, 2013. The presentations speak for
17 themselves. Boeing denies all remaining allegations in Paragraph 105.

18 106. Boeing denies the allegations in Paragraph 106.

19 107. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
20 the allegations in Paragraph 107 and therefore denies them.

21 108. Boeing admits that on January 10, 2014, it entered into Purchase Agreement No.
22 4022 with Timaero Ireland Limited for the purchase of 20 737 MAX aircraft. Boeing denies all
23 remaining allegations in Paragraph 108.

24 109. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
25 the allegations in Paragraph 109 and therefore denies them.

1 110. Boeing admits that it entered into Purchase Agreement No. 4022 with Timaero
2 Ireland Limited. Boeing also admits that it entered into an Aircraft General Terms Agreement
3 “VEB-AGTA” with Timaero Ireland Limited, executed on January 10, 2014. These contracts
4 speak for themselves. Boeing denies all remaining allegations in Paragraph 110.

5 111. Boeing denies the allegations in Paragraph 111.

6 112. Boeing admits that it entered into Purchase Agreement No. 4022 with Timaero
7 Ireland Limited. The contract speaks for itself. Boeing denies all remaining allegations in
8 Paragraph 112.

9 113. Boeing admits that it entered into Purchase Agreement No. 4022 with Timaero
10 Ireland Limited. The contract speaks for itself. Boeing denies all remaining allegations in
11 Paragraph 113.

12 114. Boeing admits that it entered into Purchase Agreement No. 4022 with Timaero
13 Ireland Limited. The contract speaks for itself. Boeing denies all remaining allegations in
14 Paragraph 114.

15 115. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
16 the allegations in Paragraph 115 and therefore denies them.

17 116. Boeing denies the allegations in Paragraph 116.

18 117. Boeing denies the allegations in Paragraph 117.

19 118. Boeing denies the allegations in Paragraph 118.

20 119. Boeing denies the allegations in Paragraph 119.

21 120. Boeing admits that its representatives met with VEB representatives in 2014 and
22 discussed the purchase of 737 MAX aircraft. Boeing lacks knowledge or information sufficient to
23 form a belief as to the truth of all remaining allegations in Paragraph 120 and therefore denies
24 them.

25 121. Boeing admits that its representatives met with VEB representatives in 2014 and
26 discussed the purchase of 737 MAX aircraft. Any presentation given by a Boeing representative

1 speaks for itself. Boeing lacks knowledge or information sufficient to form a belief as to the truth
2 of all remaining allegations in Paragraph 121 and therefore denies them.

3 122. Boeing admits that its representatives met with VEB representatives in 2014 and
4 discussed the purchase of 737 MAX aircraft. Any presentation given by a Boeing representative
5 speaks for itself. Boeing lacks knowledge or information sufficient to form a belief as to the truth
6 of all remaining allegations in Paragraph 122 and therefore denies them.

7 123. Boeing admits that the quoted language in Paragraph 123 appears in a public
8 statement it issued in July 2014. Boeing lacks knowledge or information sufficient to form a belief
9 as to the truth of the allegations in Paragraph 123 regarding Timaero's knowledge and therefore
10 denies them. Boeing denies all remaining allegations in Paragraph 123.

11 124. Boeing denies the allegations in Paragraph 124.

12 125. Boeing admits that the quoted language in Paragraph 125 appears on its website (as
13 of the date of this filing). Boeing's website speaks for itself. Boeing denies all remaining
14 allegations in Paragraph 125.

15 126. Boeing admits that it maintains, on its website, a news release with the quote:
16 "Boeing is recommending 737 MAX simulator training in addition to computer based training for
17 all MAX pilots prior to return to service of the 737 MAX." Boeing denies all remaining allegations
18 in Paragraph 126.

19 127. Boeing admits that it has marketed the 737 MAX to customers, including Timaero,
20 since at least 2013. Boeing lacks knowledge or information sufficient to form a belief as to the
21 truth of the allegations regarding the FAA email quoted in Paragraph 127 and therefore denies
22 them. Boeing denies all remaining allegations in Paragraph 127.

23 128. Boeing admits that that the various quotations, excerpted from Boeing emails,
24 appear in the cited documents. These documents speak for themselves. Boeing lacks knowledge
25 or information sufficient to form a belief as to the truth of the allegations in Paragraph 128
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1 regarding the FAA's internal documents and therefore denies them. Boeing denies all remaining
2 allegations in Paragraph 128.

3 129. Boeing admits that Forkner and Gustavsson intentionally withheld and concealed
4 from the FAA AEG the fact that MCAS's operational scope had been expanded beyond what the
5 FAA AEG relied upon when it issued its provisional "Level B" differences-training determination
6 for the 737 MAX. Boeing also admits that because of the intentional withholding of information
7 from the FAA AEG, the final version of the 737 MAX FSB Report lacked information about
8 MCAS, and relevant portions of this 737 MAX FSB Report were materially false, inaccurate, and
9 incomplete. Boeing also admits that airplane manuals and pilot-training materials for U.S.-based
10 airlines lacked information about MCAS, and relevant portions of these manuals and materials
11 were similarly materially false, inaccurate, and incomplete as a result. Boeing denies all remaining
12 allegations in Paragraph 129.

13 130. Boeing denies the allegations in Paragraph 130, including its discrete subparts.

14 131. Boeing denies the allegations in Paragraph 131.

15 132. Boeing admits the allegations in Paragraph 132.

16 133. Boeing denies the allegations in Paragraph 133.

17 134. Boeing admits the allegations in Paragraph 134.

18 135. Boeing admits that it has submitted materials to the European Union Aviation
19 Safety Agency (referred to as "EASA") related to certifications of the 737 series aircraft. Paragraph
20 135 purports to summarize a document ("log of Supplemental Type Certificates") published by
21 EASA; Boeing lacks knowledge or information sufficient to form a belief as to the existence of
22 this specific document or the accuracy of Plaintiff's summary. But the document should speak for
23 itself. Boeing denies all remaining allegations in Paragraph 135.

24 136. Boeing admits that David Loffing is a Vice President and Chief Engineer of Boeing
25 Commercial Airplanes and that he was formerly the 737 MAX Engineering Integration Chief
26 Engineer. Boeing denies all remaining allegations in Paragraph 136.

137. Boeing denies the allegations in Paragraph 137.

138. Boeing admits that it uses coordination (or “COORD”) sheets as a means to communicate engineering changes to an aircraft model. Boeing also admits that its Aerodynamics Stability & Control group released Revision D of the coordination sheet addressing MCAS, No. Aero-B-BBA8-C12-0159, on March 30, 2016. That COORD sheet speaks for itself. Boeing denies all remaining allegations in Paragraph 138.

139. Boeing admits that Forkner received a copy of a Crew/Systems Interface Document (“CSID”) for the 737 Flight Control System on or about March 22, 2016. The CSID speaks for itself. Boeing also admits that Forkner left Boeing in July 2018. Boeing denies all remaining allegations in Paragraph 139.

140. Boeing admits that it continued to share information with the FAA as part of the process of certifying the 737 MAX. These materials speak for themselves. Boeing denies all remaining allegations in Paragraph 140.

141. Boeing denies the allegations in Paragraph 141.

142. Boeing denies the allegations in Paragraph 142.

143. Boeing admits that Loffing provided testimony in *United States of America v. Forkner*, No. 4:21-cr-00268-O-1 (N.D. Tex.). Paragraph 143 purports to summarize that testimony. His testimony speaks for itself. Boeing denies all remaining allegations in Paragraph 143.

144. Boeing admits that Loffing provided testimony in *United States of America v. Forkner*, No. 4:21-cr-00268-O-1 (N.D. Tex.). Paragraph 144 purports to summarize that testimony. His testimony speaks for itself. Boeing denies all remaining allegations in Paragraph 144.

145. Boeing lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 145 and therefore denies them.

1 146. Boeing admits that, on or about January 19, 2016, Boeing completed a “Revision
2 NEW” of a document entitled “Single and Multiple Failure Accomplishment: Summary 737 MAX
3 Program” (“S&MF”). The document speaks for itself. Boeing also admits that it did not provide a
4 copy of this S&MF to the FAA prior to certification of the 737 MAX. Boeing lacks knowledge or
5 information sufficient to form a belief as to the truth of the allegations in Paragraph 146 regarding
6 the FAA’s opinions and therefore denies them. Boeing denies all remaining allegations in
7 Paragraph 146.

8 147. The S&MF speaks for itself. Boeing denies all remaining allegations in Paragraph
9 147.

10 148. The S&MF speaks for itself. Boeing denies all remaining allegations in Paragraph
11 148.

12 149. The S&MF speaks for itself. Boeing denies all remaining allegations in Paragraph
13 149.

14 150. The S&MF speaks for itself. Boeing denies all remaining allegations in Paragraph
15 150.

16 151. Boeing admits the allegations in Paragraph 151.

17 152. Boeing admits that its Aerodynamics Stability & Control group released Revision
18 D of the coordination sheet No. Aero-B-BBA8-C12-0159 on or about March 30, 2016. That
19 document speaks for itself. Boeing also admits that it expanded MCAS’s operational scope,
20 including the speed range within which MCAS could activate, significantly altering its original
21 design. Among other things, when the airplane registered a high angle of attack, the change
22 expanded the speed range within which MCAS could activate from approximately Mach 0.6-0.8
23 to approximately Mach 0.2-0.8—that is, from only high-speed flight to nearly the entire speed
24 range for the 737 MAX, including low-speed flight, which generally occurs at a lower altitude and
25 in and around takeoff and landing. Boeing denies all remaining allegations in Paragraph 152.
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1 153. Boeing admits that after the issuance of Revision D to coordination sheet No. Aero-
2 B-BBA8-C12-0159, MCAS's operation in flaps up expanded to the Mach number range of 0.20
3 to 0.84. Prior to the expansion MCAS would have only operated in flaps up in the Mach number
4 range of 0.68 to 0.82. Boeing denies all remaining allegations in Paragraph 153.

5 154. Boeing denies the allegations in Paragraph 154.

6 155. Boeing denies the allegations in Paragraph 155.

7 156. Boeing admits that it expanded MCAS's operational scope, significantly altering
8 its original design. Boeing also admits that it removed the requirement from MCAS's design that
9 it would not activate until load factors exceeded 1.3g. Boeing further admits that, when the 737
10 MAX was originally certified, MCAS could be activated by erroneous angle-of-attack information
11 input from a single AOA sensor. Boeing denies all remaining allegations in Paragraph 156.

12 157. Boeing admits that AOA sensors measure the angle between the direction that the
13 nose of the airplane is pointing and the direction of the oncoming wind. Boeing also admits that
14 the 737 MAX has two AOA sensors. Boeing further admits that, when the 737 MAX was originally
15 certified, MCAS could be activated by erroneous angle-of-attack information input from a single
16 AOA sensor and could activate more than once. Boeing denies all remaining allegations in
17 Paragraph 157.

18 158. Boeing admits that a Boeing engineer sent an email on December 17, 2015. The
19 email speaks for itself. Boeing denies all remaining allegations in Paragraph 158.

20 159. Boeing denies the allegations in Paragraph 159.

21 160. Boeing denies the allegations in Paragraph 160.

22 161. Boeing admits that Forkner emailed the FAA AEG on March 30, 2016. That email
23 speaks for itself. Boeing denies all remaining allegations in Paragraph 161.

24 162. Boeing admits that the Joint Authorities Technical Review ("JATR") submitted a
25 report to the FAA on October 11, 2019. That report speaks for itself. Boeing denies all remaining
26 allegations in Paragraph 162.

1 163. Boeing denies the allegations in Paragraph 163.

2 164. Boeing admits that it released a coordination sheet regarding 737 MAX Flaps Up
3 High Alpha Stabilizer Trim (MCAS) Requirements on or around July 5, 2016. That COORD sheet
4 speaks for itself. Boeing also admits that the MCAS parameters as described in that coordination
5 sheet were implemented into the design of the 737 MAX prior to certification of the aircraft on or
6 around March 8, 2017. Boeing denies all remaining allegations in Paragraph 164.

7 165. Boeing admits that on or about August 16, 2016, before the FAA AEG published
8 the 737 MAX FSB Report, the FAA AEG issued a provisional “Level B” differences-training
9 determination for the 737 MAX. At the time of this provisional determination, the FAA AEG was
10 unaware that Boeing had expanded MCAS’s operational scope. Boeing also admits that two
11 members of its Flight Technical team did not disclose the expansion to the FAA AEG personnel
12 responsible for publishing the 737 MAX FSB Report. Boeing denies all remaining allegations in
13 Paragraph 165.

14 166. Boeing admits the allegations in Paragraph 166.

15 167. Boeing admits the allegations in Paragraph 167.

16 168. Boeing admits the allegations in Paragraph 168.

17 169. Boeing admits the allegations in Paragraph 169.

18 170. Boeing admits that the various quotations, excerpted from Boeing instant messages,
19 appear in the cited documents. These documents speak for themselves. Boeing denies all remaining
20 allegations in Paragraph 170.

21 171. Boeing admits that it uses failure classifications in its hazard assessments to inform
22 designs. Boeing also admits that it follows regulatory guidance and industry standards to conduct
23 hazard and other safety assessments on its products. Boeing denies all remaining allegations in
24 Paragraph 171.

25 172. Boeing denies the allegations in Paragraph 172.

26 173. Boeing denies the allegations in Paragraph 173.

1 174. Boeing admits that it follows regulatory guidance and industry standards to conduct
2 hazard and other safety assessments on its products. Boeing denies all remaining allegations in
3 Paragraph 174.

4 175. Boeing admits that it applied for and received an “impractical exception” to certain
5 paragraphs of 14 C.F.R. § 25.1322 at amendment 131. Boeing denies all remaining allegations in
6 Paragraph 175.

7 176. Boeing denies the allegations in Paragraph 176.

8 177. Boeing denies the allegations in Paragraph 177.

9 178. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
10 the allegations in Paragraph 178 and therefore denies them.

11 179. Boeing admits that the various quotations, excerpted from Boeing instant messages,
12 appear in the cited documents. These documents speak for themselves. Boeing denies all remaining
13 allegations in Paragraph 179.

14 180. Boeing admits that the 737 MAX has two AOA sensors. Boeing also admits that,
15 when the 737 MAX was originally certified, MCAS could be activated by erroneous angle-of-
16 attack information input from a single AOA sensor. Boeing further admits that an MCAS control
17 law was implemented in the design of one of its military aircraft. Boeing admits that the design of
18 MCAS as implemented in the design of that aircraft model differed from the design of MCAS as
19 implemented in the design of the 737 MAX. Boeing denies all remaining allegations in Paragraph
20 180.

21 181. The allegations in Paragraph 181 purport to quote or summarize portions of a *New*
22 *York Times* news article and an *NPR* news article, which speak for themselves. To the extent a
23 response is required, Boeing denies the allegations in Paragraph 181.

24 182. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
25 the allegations in Paragraph 182 regarding Airbus and therefore denies them. Boeing denies all
26 remaining allegations in Paragraph 182.

1 183. Boeing denies the allegations in Paragraph 183.

2 184. Boeing denies the allegations in Paragraph 184.

3 185. Boeing denies the allegations in Paragraph 185.

4 186. Boeing denies the allegations in Paragraph 186.

5 187. Boeing denies the allegations in Paragraph 187.

6 188. Boeing admits that an MCAS control law was implemented in the design of one of
7 its military aircraft. Boeing admits that the design of MCAS as implemented in the design of that
8 aircraft model differed from the design of MCAS as implemented in the design of the 737 MAX.
9 Boeing denies all remaining allegations in Paragraph 188.

10 189. Boeing admits that Boeing and Timaero Ireland Limited executed Supplemental
11 Agreement No. 1 to Purchase Agreement No. 4022 on or about September 15, 2016. The terms of
12 the contracts speak for themselves. Boeing denies all remaining allegations in Paragraph 189.

13 190. Boeing denies the allegations in Paragraph 190.

14 191. Boeing denies the allegations in Paragraph 191.

15 192. Boeing admits that it uses failure classifications in its hazard assessments to inform
16 designs. Boeing also admits that it follows regulatory guidance and industry standards to conduct
17 hazard and other safety assessments on its products. Boeing denies all remaining allegations in
18 Paragraph 192.

19 193. Boeing denies the allegations in Paragraph 193.

20 194. Boeing denies the allegations in Paragraph 194.

21 195. The allegations in Paragraph 195 purport to quote or summarize a *Satcom Guru*
22 blog and the JATR report, which speak for themselves. To the extent a response is required, Boeing
23 denies the allegations in Paragraph 195.

24 196. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
25 the allegations in Paragraph 196 and therefore denies them.

1 197. The allegations in Paragraph 197 purport to quote or summarize a *Seattle Times*
2 news article and Boeing communications, which speak for themselves. To the extent a response is
3 required, Boeing denies the allegations in Paragraph 197.

4 198. Boeing admits the allegations in Paragraph 198.

5 199. Boeing admits the allegations in Paragraph 199.

6 200. Boeing admits that the various quotations, excerpted from Boeing instant messages,
7 appear in the cited documents. These documents speak for themselves. Boeing denies all remaining
8 allegations in Paragraph 200.

9 201. The allegations in Paragraph 201 purport to quote or summarize a *Wall Street*
10 *Journal* news article, which speaks for itself. To the extent a response is required, Boeing denies
11 the allegations in Paragraph 201.

12 202. Boeing admits that, on or about November 15, 2016, Forkner and Gustavsson
13 recognized that the FAA AEG was under the misimpression that MCAS operated only during a
14 high-speed, wind up turn and could not operate at lower Mach speeds, such as at Mach 0.2. Boeing
15 also admits the allegations in the second sentence in Paragraph 200. Boeing denies all remaining
16 allegations in Paragraph 202.

17 203. Boeing admits that Forkner and Gustavsson also knew that MCAS's expanded
18 operational scope was relevant to the FAA AEG's decisions about the content of the 737 MAX
19 FSB Report, including whether to include information about MCAS. Boeing also admits that
20 Forkner and Gustavsson similarly understood that it was their responsibility to update the FAA
21 AEG about any relevant changes to the 737 MAX's flight controls—such as MCAS's expanded
22 operational scope. Boeing denies all remaining allegations in Paragraph 203.

23 204. Boeing admits that despite knowing that the FAA AEG had issued its provisional
24 “Level B” determination without any awareness that MCAS's operational scope had been
25 expanded to include high angle of attack conditions in nearly the entire speed range of ordinary
26 commercial flight, Forkner and Gustavsson did not correct the FAA AEG's understanding of

1 MCAS's operational scope or otherwise ensure that the FAA AEG's "Level B" determination was
2 based on an accurate understanding of MCAS's operation. Instead, Boeing—through Forkner and
3 Gustavsson—intentionally withheld and concealed from the FAA AEG their knowledge of
4 MCAS's expanded operational scope. Boeing denies all remaining allegations in Paragraph 204.

5 205. Boeing admits the allegations in Paragraph 205.

6 206. Boeing admits that around the time that Forkner and Gustavsson discussed
7 MCAS's expanded operational scope, Forkner asked a Boeing senior engineer assigned to the 737
8 MAX program about MCAS's operational scope. The senior engineer confirmed to Forkner that
9 MCAS could activate beyond the limited operational scope of a high-speed, wind-up turn. The
10 senior engineer suggested that Forkner contact certain subject-matter experts at Boeing for more
11 specific information about MCAS's operational scope. Boeing denies all remaining allegations in
12 Paragraph 206.

13 207. Boeing admits the allegations in Paragraph 207.

14 208. Boeing admits the allegations in the first three sentences of Paragraph 208. Boeing
15 also admits that neither Forkner nor Gustavsson shared the fact of MCAS's expanded operational
16 scope with the FAA AEG or otherwise corrected the FAA AEG's misimpression that MCAS's
17 operational scope was limited to high-speed, wind-up turns. Boeing denies all remaining
18 allegations in Paragraph 208.

19 209. Boeing admits that in doing so, Forkner and Gustavsson deceived the FAA AEG
20 into believing that the basis upon which the FAA AEG had initially "agreed" to remove any
21 information about MCAS from the 737 MAX FSB Report—that MCAS could only activate during
22 the limited operational scope of a high-speed, wind-up turn—remained the same. Boeing also
23 admits that Forkner and Gustavsson withheld their knowledge of MCAS from the FAA AEG to
24 avoid risking the FAA AEG taking any action that could threaten the differences-training
25 determination for the 737 MAX. Boeing denies all remaining allegations in Paragraph 209.

1 210. Boeing admits the allegations in the first sentence in Paragraph 210. Boeing also
2 admits that through the referenced email, Forkner again deceived the FAA AEG into believing
3 that the basis upon which the FAA AEG had initially “decided” to remove any information about
4 MCAS from the 737 MAX FSB Report—that MCAS could only activate during the limited
5 operational scope of a high-speed, wind-up turn—remained the same. Boeing denies all remaining
6 allegations in Paragraph 210.

7 211. Boeing admits the allegations in Paragraph 211.

8 212. Boeing admits the allegations in Paragraph 212.

9 213. Boeing admits that from in or around January 2017 through in or around July 2017
10 (when the 737 MAX FSB Report was published), Forkner and Gustavsson sent and caused to be
11 sent emails to representatives of various Boeing airline customers that had agreed to purchase the
12 737 MAX, including major U.S.-based airlines. Boeing admits the allegations in the second
13 sentence in Paragraph 213. Boeing denies all remaining allegations in Paragraph 213.

14 214. Boeing admits the allegations in Paragraph 214.

15 215. Boeing admits that because of Boeing’s intentional withholding of information
16 from the FAA AEG, the final version of the 737 MAX FSB Report lacked information about
17 MCAS, and relevant portions of this 737 MAX FSB Report were materially false, inaccurate, and
18 incomplete. In turn, airplane manuals and pilot-training materials for U.S.-based airlines lacked
19 information about MCAS, and relevant portions of these manuals and materials were similarly
20 materially false, inaccurate, and incomplete as a result. Boeing denies all remaining allegations in
21 Paragraph 215.

22 216. Boeing admits that after the FAA AEG published the final version of the 737 MAX
23 FSB Report, Boeing continued to sell, and Boeing’s U.S.-based airline customers were permitted
24 to fly, the 737 MAX. Pilots flying the 737 MAX for Boeing’s airline customers were not provided
25 any information about MCAS in their airplane manuals and pilot-training materials. Boeing denies
26 all remaining allegations in Paragraph 216.

1 217. Boeing admits that the various quotations, excerpted from Boeing emails and
2 instant messages, appear in the cited documents. These documents speak for themselves. Boeing
3 denies all remaining allegations in Paragraph 217.

4 218. Boeing denies the allegations in Paragraph 218.

5 219. The allegations in Paragraph 219 purport to summarize a *Washington Post* news
6 article, which speaks for itself. To the extent a response is required, Boeing denies the allegations
7 in Paragraph 219.

8 220. Boeing admits that it entered into Purchase Agreement No. 4022 with Timaero
9 Ireland Limited. The contract speaks for itself. Boeing denies all remaining allegations in
10 Paragraph 220.

11 221. Boeing denies the allegations in Paragraph 221.

12 222. Boeing admits that the various quotations, excerpted from Boeing emails, appear
13 in the cited documents. These documents speak for themselves. Boeing denies all remaining
14 allegations in Paragraph 222.

15 223. Boeing admits that the various quotations, excerpted from Boeing emails, appear
16 in the cited documents. These documents speak for themselves. Boeing denies all remaining
17 allegations in Paragraph 223.

18 224. Boeing admits that the various quotations, excerpted from Boeing emails, appear
19 in the cited documents. These documents speak for themselves. Boeing denies all remaining
20 allegations in Paragraph 224.

21 225. Boeing admits that the various quotations, excerpted from Boeing emails, appear
22 in the cited documents. These documents speak for themselves. Boeing denies all remaining
23 allegations in Paragraph 225.

24 226. Boeing admits that the various quotations, excerpted from Boeing emails, appear
25 in the cited documents. These documents speak for themselves. Boeing denies all remaining
26 allegations in Paragraph 226.

1 227. Boeing admits that the various quotations, excerpted from Boeing emails, appear
2 in the cited documents. These documents speak for themselves. Boeing denies all remaining
3 allegations in Paragraph 227.

4 228. Boeing admits that the various quotations, excerpted from Boeing instant messages,
5 appear in the cited documents. These documents speak for themselves. Boeing denies all remaining
6 allegations in Paragraph 228.

7 229. Boeing admits that the various quotations, excerpted from Boeing emails, appear
8 in the cited documents. These documents speak for themselves. Boeing also admits that it issued
9 a public statement in January 2020. That public statement speaks for itself. Boeing further admits
10 that it sent letters to MAX operators on or around January 7, 2020. Those letters speak for
11 themselves. Boeing denies all remaining allegations in Paragraph 229.

12 230. Boeing admits that the various quotations, excerpted from various Boeing
13 documents, appear in the cited documents. These documents speak for themselves. Boeing denies
14 all remaining allegations in Paragraph 230.

15 231. Boeing denies the allegations in Paragraph 231.

16 232. Boeing denies the allegations in Paragraph 232.

17 233. Boeing admits that it issued a public statement on November 27, 2018, containing
18 the quoted language in Paragraph 233. That statement speaks for itself. Boeing also admits that an
19 order instituting cease-and-desist proceedings pursuant to Section 8A of the Securities Act of 1933,
20 making findings, and imposing a cease-and-desist order was issued by the Securities and Exchange
21 Commission on or around September 22, 2022. That Order speaks for itself. Boeing denies all
22 remaining allegations in Paragraph 233.

23 234. Boeing denies the allegations in Paragraph 234.

24 235. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
25 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
26 Agreements for the purchase of 737 MAX aircraft, including Supplemental Agreement No. 2,

1 which was executed on August 28, 2017. These documents speak for themselves. Boeing denies
2 all remaining allegations in Paragraph 235.

3 236. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
4 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
5 Agreements for the purchase of 737 MAX aircraft, including Supplemental Agreement No. 3,
6 which was executed on December 11, 2017. These documents speak for themselves. Boeing denies
7 all remaining allegations in Paragraph 236.

8 237. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
9 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
10 Agreements for the purchase of 737 MAX aircraft, including Supplemental Agreement No. 4,
11 which was executed on February 26, 2018. These documents speak for themselves. Boeing denies
12 all remaining allegations in Paragraph 237.

13 238. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
14 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
15 Agreements for the purchase of 737 MAX aircraft, including Supplemental Agreement No. 5,
16 which was executed on September 21, 2018. These documents speak for themselves. Boeing
17 denies all remaining allegations in Paragraph 238.

18 239. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
19 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
20 Agreements for the purchase of 737 MAX aircraft, including Supplemental Agreement No. 6,
21 which was executed on September 28, 2018. These documents speak for themselves. Boeing
22 denies all remaining allegations in Paragraph 239.

23 240. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
24 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
25 Agreements for the purchase of 737 MAX aircraft, including Supplemental Agreement No. 7,
26

1 which was executed on November 29, 2018. These documents speak for themselves. Boeing
2 denies all remaining allegations in Paragraph 240.

3 241. Boeing denies the allegations in Paragraph 241.

4 242. Boeing admits that it delivered two 737 MAX aircraft, sold under Purchase
5 Agreement No. 4022, in December 2018. Boeing denies all remaining allegations in
6 Paragraph 242.

7 243. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
8 the allegations in Paragraph 243 and therefore denies them.

9 244. Boeing denies the allegations in Paragraph 244.

10 245. Boeing admits that on or about December 19, 2018, Boeing delivered a 737 MAX
11 aircraft with Manufacturer's Serial Number 60458 and Registration Number HL8340 to
12 representatives from Timaero Ireland Limited and VEB. Boeing also admits that a customer flight
13 of the aircraft took place on or around December 13, 2018. Boeing denies all remaining allegations
14 in Paragraph 245.

15 246. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
16 the allegations in Paragraph 246 and therefore denies them.

17 247. Boeing admits that on or about December 29, 2018, Boeing delivered a 737 MAX
18 aircraft with Manufacturer's Serial Number 60459 and Registration Number HL8341 to
19 representatives of Timaero Ireland Limited and VEB. Boeing also admits that a customer flight of
20 the aircraft took place on or around December 23, 2018. Boeing denies all remaining allegations
21 in Paragraph 247.

22 248. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
23 the allegations in Paragraph 248 and therefore denies them.

24 249. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
25 the allegations in the first and third sentences of Paragraph 249 and therefore denies them. Boeing
26 denies all remaining allegations in Paragraph 249.

1 250. Boeing denies the allegations in Paragraph 250.

2 251. Boeing denies the allegations in Paragraph 251.

3 252. Boeing denies the allegations in Paragraph 252.

4 253. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
5 the allegations in Paragraph 253 and therefore denies them.

6 254. The allegations in Paragraph 254 purport to quote or summarize a *New York Times*
7 news article, which speaks for itself. To the extent a response is required, Boeing denies the
8 allegations in Paragraph 254.

9 255. The allegations in Paragraph 255 purport to quote or summarize a news article
10 published by *The Dallas Morning News*, which speaks for itself. To the extent a response is
11 required, Boeing denies the allegations in Paragraph 255.

12 256. Boeing admits the allegations in Paragraph 256.

13 257. Boeing admits that on or about August 13, 2018, Boeing delivered a 737 MAX
14 aircraft with registration number PK-LQP to Transportation Partners Pte. Ltd., with that aircraft to
15 be operated by PT Lion Mentari Airlines. The aircraft with that registration number crashed shortly
16 after takeoff into the Java Sea near Indonesia on October 29, 2018, operated as Lion Air Flight
17 610. Boeing denies all remaining allegations in Paragraph 257.

18 258. Boeing admits the allegations in Paragraph 258.

19 259. Boeing admits the allegations in Paragraph 259.

20 260. Boeing admits the allegations in Paragraph 260.

21 261. Boeing admits that John Hamilton is a former Chief Engineer of BCA and that he
22 was in that role on or around October 30, 2019, when testifying before the House of
23 Representatives' Committee of Transportation and Infrastructure. His testimony speaks for itself.
24 Boeing denies all remaining allegations in Paragraph 261.

25 262. Boeing admits that the FAA issued an Emergency Order of Prohibition addressing
26 operation of the 737 MAX on or around March 13, 2019. The Order speaks for itself. Boeing also

1 admits that regulators in other countries issued operational restrictions on 737 MAX aircraft after
2 the crash of Ethiopian Airlines Flight 302, and these regulators subsequently lifted those
3 operational restrictions. Boeing denies all remaining allegations in Paragraph 262.

4 263. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
5 the allegations in Paragraph 263 regarding any impact on Timaero's business and therefore denies
6 them. Boeing denies all remaining allegations in Paragraph 263.

7 264. Boeing admits that, on or around November 6, 2018, it issued an Operations
8 Manual Bulletin ("OMB") for 737 MAX aircraft, titled "Uncommanded Nose Down Stabilizer
9 Trim Due to Erroneous Angle of Attack (AOA) During Manual Flight Only." The contents of the
10 OMB speak for themselves. Boeing denies all remaining allegations in Paragraph 264.

11 265. Boeing denies the allegations in Paragraph 265.

12 266. The allegations in Paragraph 264 purport to quote or summarize a *Wall Street*
13 *Journal* news article, which speaks for itself. To the extent a response is required, Boeing denies
14 the allegations in Paragraph 266.

15 267. Boeing admits that, on or around November 7, 2018, the FAA issued Emergency
16 Airworthiness Directive 2018-23-51. The Directive speaks for itself. Boeing denies all remaining
17 allegations in Paragraph 267.

18 268. Boeing admits that, on or around November 7, 2018, the FAA issued Emergency
19 Airworthiness Directive 2018-23-51. The Directive speaks for itself. Boeing denies all remaining
20 allegations in Paragraph 268.

21 269. Boeing admits that, on or around November 7, 2018, the FAA issued Emergency
22 Airworthiness Directive 2018-23-51. The Directive speaks for itself. Boeing denies all remaining
23 allegations in Paragraph 269.

24 270. Boeing denies the allegations in Paragraph 270.

25 271. Boeing denies the allegations in Paragraph 271.

26 272. Boeing denies the allegations in Paragraph 272.

1 273. Boeing admits that the FAA issued an Emergency Order of Prohibition addressing
2 operation of the 737 MAX on or around March 13, 2019. The Order speaks for itself. Boeing also
3 admits that regulators in other countries issued operational restrictions on 737 MAX aircraft after
4 the crash of Ethiopian Airlines Flight 302, and these regulators subsequently lifted those
5 operational restrictions. Boeing denies all remaining allegations in Paragraph 273.

6 274. Boeing admits that the FAA issued an Emergency Order of Prohibition addressing
7 operation of the 737 MAX on or around March 13, 2019. The Order speaks for itself. Boeing also
8 admits that regulators in other countries issued operational restrictions on 737 MAX aircraft after
9 the crash of Ethiopian Airlines Flight 302, and these regulators subsequently lifted those
10 operational restrictions. Boeing denies all remaining allegations in Paragraph 274.

11 275. Boeing admits that on or about December 16, 2019, Boeing issued a press release
12 addressing 737 MAX aircraft production. That press release speaks for itself. Boeing also admits
13 that Stanley Deal, the President and CEO of BCA, sent a letter to Anton Lysenkov, the Vice
14 President of VEB.RF, on December 16, 2019. The letter speaks for itself. Boeing denies all
15 remaining allegations in Paragraph 275.

16 276. Boeing denies the allegations in Paragraph 276.

17 277. Boeing admits that there have been government investigations into and related to
18 the FAA's certification of the 737 MAX. Boeing denies all remaining allegations in
19 Paragraph 277.

20 278. Boeing admits that it entered into the DPA on January 7, 2021, which included a
21 Statement of Facts, and that the facts recited in the DPA's Statement of Facts are true. Boeing
22 denies all remaining allegations in Paragraph 278.

23 279. Boeing admits that there have been government investigations into and related to
24 the FAA's certification of the 737 MAX. Boeing further admits there have been private civil
25 actions initiated regarding the 737 MAX and the crashes of Flight 610 and Flight 302. Boeing
26 denies all remaining allegations in Paragraph 279.

1 280. Boeing admits that, in September 2020, the House Committee on Transportation
2 and Infrastructure issued a report titled, “The Design, Development & Certification of the Boeing
3 737 MAX.” The report speaks for itself. Boeing denies all remaining allegations in Paragraph 280.

4 281. Boeing admits that, in September 2020, the House Committee on Transportation
5 and Infrastructure issued a report titled, “The Design, Development & Certification of the Boeing
6 737 MAX,” which contains the quoted language, without alterations, appearing in Paragraph 281,
7 including its discrete subparts. The report speaks for itself. Boeing denies all remaining allegations
8 in Paragraph 281, including its discrete subparts.

9 282. Boeing admits that from in or around January 2017 through in or around July 2017
10 (when the 737 MAX FSB Report was published), Forkner and Gustavsson sent and caused to be
11 sent emails to representatives of various Boeing airline customers that had agreed to purchase the
12 737 MAX, including major U.S.-based airlines, and in these emails, they referenced and included
13 drafts of the forthcoming 737 MAX FSB Report and airplane manuals and pilot-training materials.
14 None of these items contained any information about MCAS. Boeing denies all remaining
15 allegations in Paragraph 282.

16 283. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
17 the allegations in Paragraph 283 and therefore denies them.

18 284. Boeing admits that, on or about March 1, 2019, it received correspondence from
19 Sean McCreery. That correspondence speaks for itself. Boeing also admits that Timaero’s
20 Managing Director emailed Boeing employees on or about March 13, 2019. That email speaks for
21 itself. Boeing lacks knowledge or information sufficient to form a belief as to the truth of the
22 allegations in the last sentence in Paragraph 284 and therefore denies them. Boeing denies all
23 remaining allegations in Paragraph 284.

24 285. Boeing admits that it received correspondence from VEB’s Managing Director on
25 or about March 13, 2019. That email speaks for itself. Boeing lacks knowledge or information
26

1 sufficient to form a belief as to the truth of the allegations in the last sentence in Paragraph 285
2 and therefore denies them. Boeing denies all remaining allegations in Paragraph 285.

3 **V. CAUSES OF ACTION**

4 286. Boeing incorporates by reference its responses to Paragraphs 1 to 285, *supra*, as if
5 fully set forth herein.

6 287. Boeing admits that it designs, manufactures, and sells the 737 MAX aircraft.
7 Boeing also admits that it entered into a Purchase Agreement with Timaero Ireland Limited, which
8 attaches or incorporates various exhibits, Letter Agreements, and Supplemental Agreements for
9 the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing denies all
10 remaining allegations in Paragraph 287.

11 288. Boeing denies the allegations in Paragraph 288.

12 289. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
13 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
14 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
15 also admits that it has provided materials to VEB about the 737 MAX aircraft. These materials
16 speak for themselves. Boeing denies all remaining allegations in Paragraph 289.

17 290. The allegations in Paragraph 290 consist of legal conclusions to which no response
18 from Boeing is required. To the extent a response is required, Boeing denies the allegations in
19 Paragraph 290.

20 291. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
21 the allegations in Paragraph 291 and therefore denies them.

22 292. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
23 the allegations in Paragraph 292 regarding any impact on Timaero's business and therefore denies
24 them. Boeing denies all remaining allegations in Paragraph 292.

25 293. Boeing denies the allegations in Paragraph 293.

26 294. Boeing denies the allegations in Paragraph 294.

1 295. Boeing admits that the aerodynamics of the 737 MAX differ from those of the 737
2 NG. Boeing admits that MCAS is incorporated as part of the 737 MAX's flight controls. Boeing
3 denies all remaining allegations in Paragraph 295.

4 296. The allegations in Paragraph 296 consist of legal conclusions to which no response
5 from Boeing is required. To the extent a response is required, Boeing denies the allegations in
6 Paragraph 296.

7 297. Boeing denies the allegations in Paragraph 297.

8 298. Boeing denies the allegations in Paragraph 298.

9 299. Boeing denies the allegations in Paragraph 299.

10 300. Boeing admits that during the design, development, and certification process for
11 the 737 MAX, Boeing expanded MCAS's operational scope, including the speed range within
12 which MCAS could activate, significantly altering its original design. Boeing also admits that
13 Forkner and Gustavsson concealed MCAS's expanded operational scope from the FAA AEG,
14 which defrauded, impaired, obstructed, defeated, and interfered with the FAA AEG's lawful
15 function to evaluate MCAS. Boeing denies all remaining allegations in Paragraph 300.

16 301. Boeing denies the allegations in Paragraph 301.

17 302. Boeing denies the allegations in Paragraph 302.

18 303. The allegations in Paragraph 303 consist of legal conclusions to which no response
19 from Boeing is required. To the extent a response is required, Boeing lacks knowledge or
20 information sufficient to form a belief as to the truth of the allegations in Paragraph 303 regarding
21 Timaero's state of mind and therefore denies them. Boeing denies all remaining allegations in
22 Paragraph 303.

23 304. The allegations in Paragraph 304 consist of legal conclusions to which no response
24 is required. To the extent a response is required, Boeing lacks knowledge or information sufficient
25 to form a belief as to the truth of the allegations in Paragraph 304 regarding Timaero's state of
26 mind and therefore denies them. Boeing denies all remaining allegations in Paragraph 304.

1 305. Boeing admits that it applied to the FAA for Amended Type Certification of the
2 737 MAX. Boeing denies all remaining allegations in Paragraph 305.

3 306. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
4 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
5 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
6 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
7 Paragraph 306 regarding Timaero's state of mind and therefore denies them. Boeing denies all
8 remaining allegations in Paragraph 306, including its discrete subparts.

9 307. The allegations in Paragraph 307 consist of legal conclusions to which no response
10 from Boeing is required. To the extent a response is required, Boeing lacks sufficient information
11 to form a belief as to the truth of the allegations in Paragraph 307 regarding any impact on
12 Timaero's business and therefore denies them. Boeing denies all remaining allegations in
13 Paragraph 307.

14 308. Boeing admits that from at least in and around November 2016 through at least in
15 and around December 2018, within the United States, Boeing, through Forkner and Gustavsson,
16 conspired to defraud the FAA AEG. Boeing denies all remaining allegations in Paragraph 308.

17 309. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
18 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
19 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
20 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
21 Paragraph 309 regarding Timaero's state of mind and therefore denies them. Boeing denies all
22 remaining allegations in Paragraph 309.

23 310. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
24 the allegations in Paragraph 310 regarding Timaero's state of mind and therefore denies them.
25 Boeing denies all remaining allegations in Paragraph 310.

26 311. Boeing denies the allegations in Paragraph 311.

1 312. Boeing denies the allegations in Paragraph 312.

2 313. The allegations in the last sentence in Paragraph 313 consist of legal conclusions to
3 which no response from Boeing is required. To the extent a response is required, Boeing denies
4 the allegations in that sentence. Boeing denies all remaining allegations in Paragraph 313.

5 314. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
6 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
7 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
8 also admits that it delivered two 737 MAX aircraft pursuant to these agreements. Boeing denies
9 all remaining allegations in Paragraph 314.

10 315. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
11 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
12 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
13 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
14 Paragraph 315 regarding Timaero's leasing plans or any impact on Timaero's business and
15 therefore denies them. Boeing denies all remaining allegations in Paragraph 315.

16 316. Boeing admits that on or about February 28, 2019, Boeing received correspondence
17 from McCreery. The correspondence speaks for itself. Boeing lacks knowledge or information
18 sufficient to form a belief as to the truth of the allegations in Paragraph 316 regarding Timaero's
19 leasing plans or any impact on Timaero's business and therefore denies them. Boeing denies all
20 remaining allegations in Paragraph 316.

21 317. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
22 the allegations in Paragraph 315 regarding any impact on Timaero's business and therefore denies
23 them. Boeing denies all remaining allegations in Paragraph 317.

24 318. Boeing denies the allegations in Paragraph 318.

25 319. The allegations in Paragraph 319 consist of legal conclusions to which no response
26 from Boeing is required. Boeing lacks information sufficient to form a belief as to the truth of the

1 allegations in Paragraph 319 regarding Timaero's state of mind or any impact on Timaero's
2 business and therefore denies them. Boeing denies all remaining allegations in Paragraph 319.

3 320. Boeing incorporates by reference its responses to Paragraphs 1 to 320, *supra*, as if
4 fully set forth herein.

5 321. Boeing admits that it designs, manufactures, and sells the 737 MAX aircraft.
6 Boeing also admits that it entered into a Purchase Agreement with Timaero Ireland Limited, which
7 attaches or incorporates various exhibits, Letter Agreements, and Supplemental Agreements for
8 the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing denies all
9 remaining allegations in Paragraph 321.

10 322. Boeing denies the allegations in Paragraph 322.

11 323. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
12 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
13 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
14 also admits that it has provided materials to VEB about the 737 MAX aircraft. These materials
15 speak for themselves. Boeing denies all remaining allegations in Paragraph 323.

16 324. The allegations in Paragraph 324 consist of legal conclusions to which no response
17 from Boeing is required. To the extent a response is required, Boeing denies the allegations in
18 Paragraph 324.

19 325. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
20 the allegations in Paragraph 325 regarding Timaero's state of mind and therefore denies them.
21 Boeing denies all remaining allegations in Paragraph 325.

22 326. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
23 the allegations in Paragraph 326 regarding any impact on Timaero's business and therefore denies
24 them. Boeing denies all remaining allegations in Paragraph 326.

25 327. Boeing denies the allegations in Paragraph 327.

26 328. Boeing denies the allegations in Paragraph 328.

1 329. Boeing admits that the aerodynamics of the 737 MAX differ from those of the 737
2 NG. Boeing admits that MCAS is incorporated as part of the 737 MAX's flight controls. Boeing
3 denies all remaining allegations in Paragraph 329.

4 330. The allegations in Paragraph 330 consist of legal conclusions to which no response
5 from Boeing is required. To the extent a response is required, Boeing denies the allegations in
6 Paragraph 330.

7 331. Boeing denies the allegations in Paragraph 331.

8 332. Boeing denies the allegations in Paragraph 332.

9 333. Boeing denies the allegations in Paragraph 333.

10 334. Boeing admits that during the design, development, and certification process for
11 the 737 MAX, Boeing expanded MCAS's operational scope, including the speed range within
12 which MCAS could activate, significantly altering its original design. Boeing also admits that
13 Forkner and Gustavsson concealed MCAS's expanded operational scope from the FAA AEG,
14 which defrauded, impaired, obstructed, defeated, and interfered with the FAA AEG's lawful
15 function to evaluate MCAS. Boeing denies all remaining allegations in Paragraph 334.

16 335. Boeing denies the allegations in Paragraph 335.

17 336. Boeing denies the allegations in Paragraph 336.

18 337. The allegations in Paragraph 337 consist of legal conclusions to which no response
19 from Boeing is required. To the extent a response is required, Boeing lacks knowledge or
20 information sufficient to form a belief as to the truth of the allegations in Paragraph 337 regarding
21 Timaero's state of mind and therefore denies them. Boeing denies all remaining allegations in
22 Paragraph 337.

23 338. The allegations in Paragraph 338 consist of legal conclusions to which no response
24 is required. To the extent a response is required, Boeing lacks knowledge or information sufficient
25 to form a belief as to the truth of the allegations in Paragraph 338 regarding Timaero's state of
26 mind and therefore denies them. Boeing denies all remaining allegations in Paragraph 338.

1 339. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
2 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
3 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
4 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
5 Paragraph 339 regarding Timaero's state of mind and therefore denies them. Boeing denies all
6 remaining allegations in Paragraph 339, including its discrete subparts.

7 340. The allegations in Paragraph 340 consist of legal conclusions to which no response
8 from Boeing is required. To the extent a response is required, Boeing lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 340 regarding
10 any impact on Timaero's business and therefore denies them. Boeing denies all remaining
11 allegations in Paragraph 340.

12 341. Boeing admits that from at least in and around November 2016 through at least in
13 and around December 2018, within the United States, Boeing, through Forkner and Gustavsson,
14 conspired to defraud the FAA AEG. Boeing denies all remaining allegations in Paragraph 341.

15 342. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
16 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
17 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
18 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
19 Paragraph 342 regarding Timaero's state of mind and therefore denies them. Boeing denies all
20 remaining allegations in Paragraph 342.

21 343. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
22 the allegations in Paragraph 343 regarding Timaero's state of mind and therefore denies them.
23 Boeing denies all remaining allegations in Paragraph 343.

24 344. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
25 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
26 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing

1 also admits that it delivered two 737 MAX aircraft pursuant to these agreements. Boeing denies
2 all remaining allegations in Paragraph 344.

3 345. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
4 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
5 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
6 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
7 Paragraph 345 regarding any impact on Timaero's business and therefore denies them. Boeing
8 denies all remaining allegations in Paragraph 345.

9 346. Boeing admits that on or about February 28, 2019, Boeing received correspondence
10 from McCreery. The correspondence speaks for itself. Boeing lacks knowledge or information
11 sufficient to form a belief as to the truth of the allegations in Paragraph 346 regarding Timaero's
12 sales or leasing business and therefore denies them. Boeing denies all remaining allegations in
13 Paragraph 346.

14 347. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
15 the allegations in Paragraph 347 regarding any impact on Timaero's business and therefore denies
16 them. Boeing denies all remaining allegations in Paragraph 347.

17 348. Boeing denies the allegations in Paragraph 348.

18 349. The allegations in Paragraph 349 consist of legal conclusions to which no response
19 from Boeing is required. To the extent a response is required, Boeing lacks knowledge or
20 information sufficient to form a belief as to the truth of the allegations in Paragraph 349 regarding
21 Timaero's state of mind or any impact on Timaero's business and therefore denies them. Boeing
22 denies all remaining allegations in Paragraph 349.

23 350. Boeing incorporates by reference its responses to Paragraphs 1 to 349, *supra*, as if
24 fully set forth herein.

25 351. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
26 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental

1 Agreements for the purchase of 737 MAX aircraft. Boeing also admits that it entered into an
2 Aircraft General Terms Agreement “VEB-AGTA” with Timaero Ireland Limited, executed on
3 January 10, 2014. These documents speak for themselves. Boeing denies all remaining allegations
4 in Paragraph 351.

5 352. The allegations in Paragraph 352 consist of legal conclusions to which no response
6 from Boeing is required. To the extent a response is required, Boeing denies the allegations in
7 Paragraph 352.

8 353. The allegations in Paragraph 353 purport to quote or summarize the VEB-AGTA.
9 The VEB-AGTA speaks for itself. Boeing denies all remaining allegations in Paragraph 353.

10 354. The allegations in Paragraph 354 consist of legal conclusions to which no response
11 from Boeing is required. To the extent a response is required, Boeing denies the allegations in
12 Paragraph 354.

13 355. The allegations in Paragraph 355 purport to quote or summarize the VEB-AGTA.
14 The VEB-AGTA speaks for itself. Boeing denies all remaining allegations in Paragraph 355.

15 356. The allegations in Paragraph 356 purport to quote or summarize the VEB-AGTA.
16 The VEB-AGTA speaks for itself. Boeing denies all remaining allegations in Paragraph 356.

17 357. Boeing denies the allegations in Paragraph 357.

18 358. The allegations in Paragraph 358 consist of legal conclusions to which no response
19 from Boeing is required. To the extent a response is required, Boeing admits that two 737 MAX
20 aircraft have been delivered pursuant to Purchase Agreement No. 4022. Boeing denies all
21 remaining allegations in Paragraph 358.

22 359. The allegations in Paragraph 359 consist of legal conclusions to which no response
23 from Boeing is required. To the extent a response is required, Boeing denies the allegations in
24 Paragraph 359.

25 360. Boeing denies the allegations in Paragraph 360.
26

1 361. The allegations in Paragraph 361 consist of legal conclusions to which no response
2 from Boeing is required. To the extent a response is required, Boeing denies the allegations in
3 Paragraph 361.

4 362. The allegations in Paragraph 362 consist of legal conclusions regarding the scope
5 of Washington law to which no response is required. To the extent a response is required, Boeing
6 denies the allegations in Paragraph 362.

7 363. The allegations in Paragraph 363 consist of legal conclusions to which no response
8 from Boeing is required. To the extent a response is required, Boeing denies the allegations in
9 Paragraph 363.

10 364. The allegations in Paragraph 364 consist of legal conclusions to which no response
11 from Boeing is required. To the extent a response is required, Boeing lacks knowledge or
12 information sufficient to form a belief as to the truth of the allegations in Paragraph 364 regarding
13 Timaero's leasing plans or any impact on Timaero's business and therefore denies them. Boeing
14 denies all remaining allegations in Paragraph 364.

15 365. Boeing admits that on or about February 28, 2019, Boeing received correspondence
16 from McCreery. The correspondence speaks for itself. Boeing lacks knowledge or information
17 sufficient to form a belief as to the truth of the allegations in Paragraph 365 regarding Timaero's
18 leasing plans or any impact on Timaero's business and therefore denies them. Boeing denies all
19 remaining allegations in Paragraph 365.

20 366. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
21 the allegations in Paragraph 366 regarding any impact on Timaero's business and therefore denies
22 them. Boeing denies all remaining allegations in Paragraph 366.

23 367. Boeing denies the allegations in Paragraph 367.

24 368. Boeing admits that it has entered into contract and ancillary agreements with
25 Timaero. Boeing denies all remaining allegations in Paragraph 368.

1 369. The allegations in Paragraph 369 purport to quote or summarize the AGTA and
2 Letter Agreement VEB-PA-04022-LA-1301894. The documents speak for themselves. The last
3 sentence of Paragraph 369 consists of legal conclusions to which no response from Boeing is
4 required. Boeing denies all other allegations in Paragraph 369.

5 370. Boeing admits that in a letter dated April 19, 2021, and sent to representatives of
6 Timaero, Boeing agreed to Timaero's request to cancel its purchase of three MAX aircraft,
7 originally scheduled to be delivered in May and July 2019, and January 2020, under PA-04022.
8 Boeing also admits that it did not return to Timaero any pre-delivery payments paid towards these
9 three MAX aircraft. Boeing denies all remaining allegations in Paragraph 370.

10 371. The allegations in Paragraph 371 consist of legal conclusions to which no response
11 from Boeing is required. Boeing denies all remaining allegations in Paragraph 371.

12 372. The allegations in Paragraph 372 purport to quote or summarize the Letter
13 Agreement VEB-PA-04022-LA-1301883. The document speaks for itself. Boeing denies all
14 remaining allegations in Paragraph 372.

15 373. Boeing admits that Timaero transmitted a letter to Boeing on or about May 7, 2024.
16 The document speaks for itself. The allegations in Paragraph 373 otherwise consist of legal
17 conclusions to which no response from Boeing is required. Boeing denies all remaining allegations
18 in Paragraph 373.

19 374. The allegations in Paragraph 374 consist of legal conclusions to which no response
20 from Boeing is required. Boeing denies all remaining allegations in Paragraph 374.

21 375. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
22 the allegations in Paragraph 375 regarding any impact on Timaero's business and therefore denies
23 them. Boeing denies all remaining allegations in Paragraph 375.

1 **VI. PRAYER FOR RELIEF**

2 Timaero's Prayer for Relief, ¶¶ A–H, does not contain allegations to which Boeing need
3 respond. To the extent a response is required, Boeing denies that Timaero is entitled to any relief
4 from Boeing.

5 **AFFIRMATIVE DEFENSES**

6 1. Timaero's Third Amended Complaint fails to state a claim upon which relief can
7 be granted against Boeing and further fails to state facts sufficient to entitle Timaero to the relief
8 sought, or to any relief whatsoever, from Boeing.

9 2. The 737 MAX at issue in this litigation were intended for and sold to a
10 knowledgeable and sophisticated user over whom Boeing had no control or right of control.

11 3. If Timaero's damages, if any, were proximately caused by the acts or omissions of
12 others over whom Boeing had no control or right of control, those acts or omissions were a
13 superseding and sole, direct, and proximate cause of Timaero's damages, if any.

14 4. An award or judgment rendered in favor of Timaero must be offset or reduced by
15 the amount of benefits Timaero received, or is entitled to receive, from any source in connection
16 with the events alleged in the Third Amended Complaint.

17 5. Some or all of Timaero's claims and available damages may be barred by virtue of
18 prior settlements.

19 6. Some or all of Timaero's claims and available damages may be preempted by
20 federal law.

21 7. Some or all of Timaero's claims and available damages are barred by provisions in
22 Boeing's Purchase Agreement and related contracts, including but not limited to Supplemental
23 Agreements.

24 8. To the extent Timaero recovers any damages for breach of contract, Boeing is
25 entitled to an offset or reduction of such damages to the extent of amounts due to Boeing under
26 the same contract.

1 9. Timaero failed to mitigate any damages it incurred, if any, from the conduct at
2 issue.

3 Boeing reserves the right to amend or supplement these affirmative defenses.
4

5 Dated: August 19, 2024

By: /s/ Ulrike B. Connelly

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